

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the fees and expenses in connection with the issuance and distribution of the securities being registered hereunder. Except for the SEC registration fee and NASD filing fee, all amounts are estimates:

SEC Registration Fee	\$31,250
NASD Filing Fee	\$10,500
Accounting Fees and Expenses	*
Legal Fees and Expenses	*
Blue Sky Fees and Expenses (including Counsel Fees)	*
Trustee's Fees and Expenses	*
Printing and Engraving Expenses	*
Miscellaneous	*
TOTAL	*****

*To be provided by amendment

Item 14. Indemnification of Directors and Officers.

1. Statutory Provisions.

§2-418 of the Maryland General Corporation Law provides as follows:

(a) *Definitions.* — In this section the following words have the meanings indicated.

(1) "Director" means any person who is or was a director of a corporation and any person who, while a director of a corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan.

(2) "Corporation" includes any domestic or foreign predecessor entity of a corporation in a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(3) "Expenses" include attorney's fees.

(4) "Official capacity" means the following:

(i) When used with respect to a director, the office of director in the corporation;

(ii) When used with respect to a person other than a director as contemplated in subsection (j), the elective or appointive office in the corporation held by the officer, or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation; and

(iii) "Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, other enterprise, or employee benefit plan.

(5) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(6) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative.

(b) *Permitted indemnification of director.* — (1) A corporation may indemnify any director made a party to any proceeding by reason of service in that capacity unless it is established that:

(i) The act or omission of the director was material to the matter giving rise to the proceeding; and

1. Was committed in bad faith; or

2. Was the result of active and deliberate dishonesty; or

(ii) The director actually received an improper personal benefit in money, property, or services; or

(iii) In the case of any criminal proceeding, the director had reasonable cause to believe that the act or omission was unlawful.

(2)(i) Indemnification may be against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director in connection with the proceeding.

(ii) However, if the proceeding was one by or in the right of the corporation, indemnification may not be made in respect of any proceeding in which the director shall have been adjudged to be liable to the corporation.

(3)(i) The termination of any proceeding by judgment, order, or settlement does not create a presumption that the director did not meet the requisite standard of conduct set forth in this subsection.

(ii) The termination of any proceeding by conviction, or a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the director did not meet that standard of conduct.

(c) *No indemnification of director liable for improper personal benefit.* – A director may not be indemnified under subsection (b) of this section in respect of any proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged to be liable on the basis that personal benefit was improperly received.

(d) *Required indemnification against expenses incurred in successful defense.* – Unless limited by the charter:

(1) A director who has been successful, on the merits or otherwise, in the defense of any proceeding referred to in subsection (b) of this section shall be indemnified against reasonable expenses incurred by the director in connection with the proceeding.

(2) A court of appropriate jurisdiction, upon application of a director and such notice as the court shall require, may order indemnification in the following circumstances:

(i) If it determines a director is entitled to reimbursement under paragraph (1) of this subsection, the court shall order indemnification, in which case the director shall be entitled to recover the expenses of securing such reimbursement; or

(ii) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director has met the standards of conduct set forth in subsection (b) of this section or has been adjudged liable under the circumstances described in subsection (c) of this section, the court may order such indemnification as the court shall deem proper. However, indemnification with respect to any proceeding by or in the right of the corporation or in which liability shall have been adjudged in the circumstances described in subsection (c) shall be limited to expenses.

(3) A court of appropriate jurisdiction may be the same court in which the proceeding involving the director's liability took place.

(e) *Determination that indemnification is proper.* – (1) Indemnification under subsection (b) of this section may not be made by the corporation unless authorized for a specific proceeding after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in subsection (b) of this section.

(2) Such determination shall be made:

(i) By the board of directors by a majority vote of a quorum consisting of directors not, at the time, parties to the proceeding, or, if such a quorum cannot be obtained, then by a majority vote of a committee of the board consisting solely of two or more directors not, at the time, parties to such proceeding and who were duly designated to act in the matter by a majority vote of the full board in which the designated directors who are parties may participate;

(ii) By special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subparagraph (i) of this paragraph, or, if the requisite quorum of the full board cannot be obtained therefor and the committee cannot be established, by a majority vote of the full board in which directors who are parties may participate; or

(iii) By the stockholders.

(3) Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses shall be made in the manner specified in subparagraph (ii) of paragraph (2) of this subsection for selection of such counsel.

(4) Shares held by directors who are parties to the proceeding may not be voted on the subject matter under this subsection.

(f) *Payment of expenses in advance of final disposition of action.* – (1) Reasonable expenses incurred by a director who is a party to a proceeding may be paid or reimbursed by the corporation in advance of the final disposition of the proceeding upon receipt by the corporation of:

(i) A written affirmation by the director of the director's good faith belief that the standard of conduct necessary for indemnification by the corporation as authorized in this section has been met; and

(ii) A written undertaking by or on behalf of the director to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

(2) The undertaking required by subparagraph (ii) of paragraph (1) of this subsection shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make the repayment.

(3) Payments under this subsection shall be made as provided by the charter, bylaws, or contract or as specified in subsection (e) of this section.

(g) *Validity of indemnification provision.* – The indemnification and advancement of expenses provided or authorized by this section may not be deemed exclusive of any other rights, by indemnification or otherwise, to which a director may be entitled under the charter, the bylaws, a resolution of stockholders or directors, an agreement or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(h) *Reimbursement of director's expenses incurred while appearing as witness.* – This section does not limit the corporation's power to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when the director has not been made a named defendant or respondent in the proceeding.

(i) *Director's service to employee benefit plan.* – For purposes of this section:

(1) The corporation shall be deemed to have requested a director to serve an employee benefit plan where the performance of the director's duties to the corporation also imposes duties on, or otherwise involves services by, the director to the plan or participants or beneficiaries of the plan;

(2) Excise taxes assessed on a director with respect to an employee benefit plan pursuant to applicable law shall be deemed fines; and

(3) Action taken or omitted by the director with respect to an employee benefit plan in the performance of the director's duties for a purpose reasonably believed by the director to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the corporation.

(j) *Officer, employee or agent.* – Unless limited by the charter:

(1) An officer of the corporation shall be indemnified as and to the extent provided in subsection (d) of this section for a director and shall be entitled, to the same extent as a director, to seek indemnification pursuant to the provisions of subsection (d);

(2) A corporation may indemnify and advance expenses to an officer, employee, or agent of the corporation to the same extent that it may indemnify directors under this section; and

(3) A corporation, in addition, may indemnify and advance expenses to an officer, employee, or agent who is not a director to such further extent, consistent with law, as may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

(k) *Insurance or similar protection.* – (1) A corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the corporation would have the power to indemnify against liability under the provisions of this section.

(2) A corporation may provide similar protection, including a trust fund, letter of credit, or surety bond, not inconsistent with this section.

(3) The insurance or similar protection may be provided by a subsidiary or an affiliate of the corporation.

(l) *Report of indemnification to stockholders.* – Any indemnification of, or advance of expenses to, a director in accordance with this section, if arising out of a proceeding by or in the right of the corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

2. Charter Provisions.

The Registrants have provided for indemnification by the following provision of their respective Charters:

No director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages except (i) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received, or (ii) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty, or (b) that intentionally wrongful, willful, or malicious end, in each such case, was material to the cause of action adjudicated in the proceeding.

3. By-laws Provisions.

The Registrants have provided for indemnification by the following provision of their respective By-laws:

Liability of Directors. A director shall perform his duties as a director, including his duties as a member of any Committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) counsel, certified public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(c) a Committee of the Board upon which he does not serve, duly designate in accordance with a provision of the Articles of Incorporation or the By-Laws, as to matters within its designated authority, which Committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted. A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a director of the Corporation.

4. Underwriting Agreement.

Reference is made to the Proposed Form of Underwriting Agreement (filed as Exhibit 1.1 to this Registration Statement) which provides for indemnification in certain instances by the Underwriters of the directors and officers of the Registrants who sign this Registration Statement and certain controlling persons of the Registrants against certain liabilities, including those arising under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

In August 1991, WPGH, Inc. issued warrants to purchase 17.6471 shares of its capital stock to The Chase Manhattan Bank, N.A. in consideration for banking services rendered in connection with the acquisition of WPGH-TV by WPGH, Inc. and the entering into of the Bank Credit Agreement. The offer and sale of the warrants was made pursuant to the exemption provided by Section 4(2) under the Securities Act of 1933, as amended. No underwriter acted in connection with this offering.

Other than as described above, since January 1, 1989, the Registrants have made no offers or sales of their securities.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits:

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
***1.1	Form of Underwriting Agreement dated _____, 1993 among Sinclair Broadcast Group, Inc., each of the guarantors named therein, Chase Securities, Inc. and Lehman Brothers Inc.
*3.1	Articles of Amendment and Restatement of the Charter of Sinclair Broadcast Group, Inc.
*3.2	Amended By-Laws of Sinclair Broadcast Group, Inc.
*3.3	Amended and Restated Charter of Chesapeake Television, Inc.
*3.4	Amended By-Laws of Chesapeake Television, Inc.
3.5	OMITTED
3.6	OMITTED
*3.7	Amended and Restated Charter of WTTE, Channel 28, Inc.
*3.8	Amended By-Laws of WTTE, Channel 28, Inc.
3.9	OMITTED
3.10	OMITTED
*3.11	Articles of Incorporation of WPGH, Inc., as amended
*3.12	By-Laws of WPGH, Inc.
3.13	OMITTED
3.14	OMITTED
*3.15	Articles of Incorporation of WTTO, Inc.
*3.16	By-Laws of WTTO, Inc.
3.17	OMITTED
3.18	OMITTED
*3.19	Articles of Incorporation of WCGV, Inc.
*3.20	By-Laws of WCGV, Inc.
3.21	OMITTED
3.22	OMITTED
**4.1	Form of Indenture dated as of _____, 1993 by and between Sinclair Broadcast Group, Inc., each of the guarantors named therein and _____, as Trustee
***5.1	Form of Opinion of Piper & Marbury (including the consent of such firm) regarding legality of securities being offered
*10.1	Agreement and Amendment to Station Affiliation Agreement dated as of June 11, 1993 between Sinclair Broadcast Group, Inc. and Fox Broadcasting Company
*10.2	Station Affiliation Agreement dated as of June 9, 1992 between Chesapeake Television, Inc. and Fox Broadcasting Company
*10.3	Station Affiliation Agreement dated as of June 10, 1992 between Sinclair Broadcast Group, Inc. — WPGH and Fox Broadcasting Company
*10.4	Station Affiliation Agreement dated as of June 9, 1992 between CRI, Inc. — WTTE and Fox Broadcasting Company
*10.5	Irrevocable Letter of Credit in an amount not to exceed \$6,250,000, granted by The Chase Manhattan Bank, N.A. for the account of Commercial Radio Institute, Inc., dated as of August 11, 1993

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
*10.6	Escrow Agreement dated as of August 10, 1993 by and among Sinclair Broadcast Group, Inc., Glencairn, Ltd., ABRY Communications, L.P. and The First National Bank of Chicago, N.A.
*10.7	Asset Purchase Agreement dated as of August 10, 1993 between WNUV TV-54 Limited Partnership (as seller) and WNUV, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)
*10.8	Asset Purchase Agreement dated as of August 10, 1993 among Super 18 Television Limited Partnership (as seller) and WTV, Inc. and WCGV, Inc. (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)
*10.9	Asset Purchase Agreement dated as of August 10, 1993 among BBM Partners, L.P., WTTT, Inc. and WCGV, Inc. (a Delaware corporation) (as sellers) and WTTT, Inc. and WCGV, Inc. (a Maryland corporation) (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)
*10.10	Asset Purchase Agreement dated as of August 10, 1993 among ABRY Communications, L.P., Copley Place Capital Group and WNUV TV-54 Limited Partnership (as sellers) and Chesapeake Television, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)
*10.11	Letter Agreement dated as of August 10, 1993 between Sinclair Broadcast Group, Inc. and certain affiliates of ABRY Communications, L.P. and Form of Covenant Not to Compete
*10.12	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 among David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as makers) and Sinclair Broadcast Group, Inc., Channel 63, Inc., Commercial Radio Institute, Inc., WTTT, Channel 28, Inc. and Chesapeake Television, Inc. (as holders)
*10.13	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 between Bay Television, Inc. (as maker) and David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as holders)
*10.14	Term Note dated as of September 30, 1990 in the principal amount of \$7,515,000 between Sinclair Broadcast Group, Inc. (as borrower) and Julian S. Smith (as lender)
*10.15	Term Note dated as of September 30, 1990 in the principal amount of \$6,700,000 between Sinclair Broadcast Group, Inc. (as borrower) and Carolyn C. Smith (as lender)
*10.16	Note dated as of September 30, 1990 in the principal amount of \$1,500,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)
*10.17	Promissory Note dated as of January 7, 1991 in the principal amount of \$100,000 between Robert E. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)
*10.18	Term note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as borrower) and Commercial Radio Institute, Inc. (as lender)
*10.19	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between David D. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)
*10.20	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between J. Duncan Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder), with Amendment thereto dated as of May 5, 1993

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
*10.21	Amended and Restated Note dated as of June 30, 1992 in the principal amount of \$1,458,489 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)
*10.22	Term Note dated August 1, 1992 in the principal amount of \$900,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Commercial Radio Institute, Inc. (as lender)
*10.23	Management Agreement dated as of January 6, 1992 between Keyser Communications, Inc. and WPGH, Inc.
10.24	Form of Programming Services Agreements with Glencairn, Ltd.
**10.25	Lease Agreement dated as of April 1, 1992 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993
**10.26	Lease Agreement dated as of June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993
**10.27	Lease Agreement dated as of March 16, 1988 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993
**10.28	Lease Agreement dated as of April 2, 1987 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993
*10.29	Lease dated June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc.
*10.30	Lease dated January 1, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.
*10.31	Lease dated June 6, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.
*10.32	Agreement Not to Compete dated as of December 30, 1986 between Commercial Radio Institute, Inc. and Julian S. Smith
*10.33	Agreement Not to Compete dated as of December 30, 1986 between Chesapeake Television, Inc. and Julian S. Smith
*10.34	Promissory Note dated as of December 28, 1986 in the principal amount of \$6,421,483.53 between Sinclair Broadcast Group, Inc. (as maker) and Frederick H. Himes, B. Stanley Resnick and Edward A. Johnston (as representatives for the holders)
*10.35	Purchase and Termination Agreement dated as of June 15, 1993 among WPGH, Inc., Commercial Radio Institute, Inc. and Heller Financial, Inc.
*10.36	Term Note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as maker-borrower) and Commercial Radio Institute, Inc. (as holder-lender) (as amended)
*10.37	Term Note dated as of March 1, 1993 in the principal amount of \$6,559,000 between Julian S. Smith and Carolyn C. Smith (as makers-borrowers) and Commercial Radio Institute, Inc. (as holder-lender)
*10.38	Credit Agreement dated as of August 30, 1991 in the aggregate principal amount of \$95,000,000, between Sinclair Broadcast Group, Inc. (as Parent Guarantor and representative of Subsidiary Guarantors) and Commercial Radio Institute, Inc. (as borrower), and Chase Manhattan Bank, N.A. (as Agent for various lenders under the agreement) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)

Exhibit Number**Description of Exhibit**

- *10.39 Amendment No. 1 to the Credit Agreement dated as of December 5, 1991 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- *10.40 Amendment No. 2 to the Credit Agreement dated as of November 13, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- *10.41 Amendment No. 3 to the Credit Agreement dated as of December 15, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- *10.42 Amendment No. 4 to the Credit Agreement dated as of February 1, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., Julian S. Smith and Carolyn C. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- *10.43 Amendment No. 5 to the Credit Agreement dated as of June 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- *10.44 Amendment No. 6 to the Credit Agreement dated as of August 9, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- **10.45 Amendment No. 7 to the Credit Agreement dated as of September 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.
- **10.46 Amendment No. 8 to the Credit Agreement dated as of October 15, 1993 among Sinclair Broadcast Group, Inc., various Subsidiaries of Sinclair Broadcast Group, Inc., the Smith Brothers, various signatory financial institution lenders, and the Chase Manhattan Bank, N.A.
- *10.47 Restatement of Stock Redemption Agreement by and among Sinclair Broadcast Group, Inc. and Chesapeake Television, Inc., et al. dated June 19, 1990 (without exhibits)
- *10.48 Corporate Guaranty Agreement dated as of September 30, 1990 by Chesapeake Television, Inc., Commercial Radio, Inc., Channel 63, Inc. and WTTE, Channel 28, Inc. (as guarantors) to Julian S. Smith and Carolyn C. Smith (as lenders)
- *10.49 Security Agreement dated as of September 30, 1990 among Sinclair Broadcast Group, Inc., Chesapeake Television, Inc., Commercial Radio Institute, Inc., WTTE, Channel 28, Inc. and Channel 63, Inc. (as borrowers and subsidiaries of the borrower) and Julian S. Smith and Carolyn C. Smith (as lenders)
- *10.50 Guaranty of Payment dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as guarantors) and Julian S. Smith and Carolyn C. Smith (as lenders)
- *10.51 Stock Pledge Agreement dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as pledgors) and Julian S. Smith and Carolyn C. Smith (as lenders)

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
*10.52	Subordination Agreement dated as of September 30, 1990 among Julian S. Smith and Carolyn C. Smith (as Creditors) and American Security Bank, N.A. and First American Bank of Maryland (as lenders)
*10.53	Warrant Agreement dated as of August 30, 1991, between WPGH, Inc., The Chase Manhattan Bank, N.A., and executed by Sinclair Broadcast Group, Inc.
*10.54	WPGH-TV Asset Purchase Agreement dated January 12, 1991 between Channel 53, Inc. and Channel 53 Licensee, Inc. (as sellers) and Sinclair Broadcast Group, Inc. (as buyer) (as amended) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)
*10.55	Contract of Sale dated as of September 22, 1993 (as buyer) between Commercial Radio Institute, Inc. (as seller) and Gerstell Development Limited Partnership (as buyer)
*10.56	Contract of Sale dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as Seller) and Gerstell Development Limited Partnership (as buyer)
*10.57	Assignment of Leases dated as of September 22, 1993 between WPGH, Inc. (as assignor) and Commercial Radio Institute, Inc. (as assignee)
*10.58	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)
*10.59	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)
*10.60	Term Note dated as of September 22, 1993, in the principal amount of \$1,900,000 between Gerstell Development Limited Partnership (as maker-borrower) and Sinclair Broadcast Group, Inc. (as holder-lender)
**12.1	Statement of computation of ratio of earnings to fixed charges.
**22.1	Subsidiaries of Sinclair Broadcast Group, Inc.
***24.1	Consent of Piper & Marbury (incorporated herein by reference to Exhibit 5.1 hereto)
24.2	Consent of Arthur Andersen & Co., independent public accountants
24.3	Consent of Price Waterhouse, independent public accountants
*25.1	Powers of Attorney for David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith and David B. Amy
25.2	Power of Attorney for Basil A. Thomas
***26.1	Form T-1: Statement of Eligibility and Qualification of Note Indenture Trustee under the Trust Indenture Act of 1939, as amended

* Previously filed on September 28, 1993.

** Previously filed on November 2, 1993.

*** To be filed by amendment.

(b) Supplemental Financial Statement Schedules

Schedule II	Amounts Receivable from Related Parties and Underwriters, Promoters and Employees Other Than Related Parties	S-3
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Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrants hereby undertake that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrants pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrants have duly caused this Amendment No. 2 to the Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on the 9th day of November, 1993.

SINCLAIR BROADCAST GROUP, INC.
CHESAPEAKE TELEVISION, INC.
WTTE, CHANNEL 28, INC.
WPGH, INC.
WTTO, INC.
WCGV, INC.

By: /s/ DAVID D. SMITH
David D. Smith, President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DAVID D. SMITH</u> David D. Smith	Chairman, CEO and President (Principal Executive Officer)	November 9, 19993
<u>FREDERICK G. SMITH*</u> Frederick G. Smith	Vice President and Director	November 9, 1993
<u>J. DUNCAN SMITH*</u> J. Duncan Smith	Secretary and Director	November 9, 1993
<u>ROBERT E. SMITH*</u> Robert E. Smith	Treasurer and Director	November 9, 1993
<u>DAVID B. AMY*</u> David B. Amy	Controller (Principal Financial Officer and Principal Accounting Officer)	November 9, 1993
<u>/s/ BASIL A. THOMAS*</u> Basil A. Thomas	Director	November 9, 1993
 *By: <u>/s/ DAVID D. SMITH</u> (David D. Smith, <i>Attorney-in-Fact</i>)		November 9, 1993

SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES

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Schedule II — Amounts Receivable from Related Parties and Underwriters, Promoters and Employees Other Than Related Parties	S-3
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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Stockholders of
Sinclair Broadcast Group, Inc. and Subsidiaries:

We have audited in accordance with generally accepted auditing standards, the consolidated balance sheets, statements of operations, changes in stockholders' equity and cash flows of Sinclair Broadcast Group, Inc. included in this registration statement and have issued our report thereon dated September 23, 1993. Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedules listed in the accompanying index are the responsibility of the Company's management and are presented for purposes of complying with the Securities and Exchange Commission's rules and are not part of the basic financial statements. These schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly state in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

ARTHUR ANDERSEN & CO.

Baltimore, Maryland,
September 23, 1993

SCHEDULE II

SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES

AMOUNTS RECEIVABLE FROM RELATED PARTIES AND UNDERWRITERS, PROMOTERS AND EMPLOYEES OTHER THAN RELATED PARTIES

FOR THE YEARS ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993
(In thousands)

Name of Debtor	Balance at Beginning of Period	Additions	Deductions		Balance at End of Period	
			Amounts Collected	Amounts Written off	Current	Non-Current
1990						
Bay Television, Inc.						
11%, maturing March 1995	\$ —	\$ 503	\$60	\$—	\$ 87	\$ 356
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	—	1,570	—	—	—	1,570
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
10.25%, maturing September 2000	—	1,500	4	—	22	1,474
1991						
Bay Television, Inc.						
11%, maturing March 1995	443	—	87	—	97	259
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	1,570	559	—	—	—	2,129
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
10.25%, maturing September 2000	1,498	—	23	—	60	1,413
Robert Smith						
7.87%, maturing September 2004	—	100	10	—	11	79
1992						
Bay Television, Inc.						
11%, maturing March 1995	356	—	97	—	100	159
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	2,129	293	—	—	—	2,422
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
6.88%, maturing September 2000	1,473	—	61	—	98	1,314
Robert Smith						
7.87%, payable on demand	90	13	11	—	92	—
David Smith						
7.87%, payable on demand	—	262	—	—	262	—
J. Duncan Smith						
7.87%, payable on demand	—	262	—	—	262	—
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
7.9%, maturing April 2002	—	900	21	—	66	813
1993						
Bay Television, Inc.						
11%, maturing March 2004	259	—	43	—	108	108
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	2,422	71	—	—	—	2,493
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
6.88%, maturing September 2000	1,412	—	56	—	81	1,275
Robert Smith						
7.87%, payable on demand	92	40	2	—	130	—
David Smith						
7.87%, payable on demand	262	5	—	—	267	—
J. Duncan Smith						
7.87%, payable on demand	262	5	15	—	252	—
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
7.9%, maturing April 2002	879	—	33	—	68	778
Julian and Carolyn Smith,						
7.21%, maturing September 2006	—	6,559	—	—	—	6,559

SCHEDULE IV

SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES

INDEBTEDNESS OF AND TO RELATED PARTIES – NOT CURRENT

FOR THE YEAR ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993

(in thousands)

Description	Indebtedness of				Indebtedness to			
	Balance at Beginning of Period	Additions	Deductions	Balance at End of period	Balance at Beginning of Period	Additions	Deductions	Balance at End of Period
1990								
Julian and Carolyn Smith, 8.75%, maturing May 2005	\$—	\$—	\$—	\$—	\$ —	\$14,215	\$ —	\$14,215
Robert Simmons, From prime plus 1% to 16%, maturing February 1992	—	—	—	—	4,483			4,483
Cunningham Communications, Inc., 10%, maturing June 1997	—	—	—	—	2,501	—	667	1,834
1991								
Julian and Carolyn Smith 8.75%, maturing May 2005	—	—	—	—	14,215	—	906	13,309
Robert Simmons From prime plus 1% to 16%, maturing February 1992	—	—	—	—	4,483			4,483
Cunningham Communications, Inc., 10%, maturing June 1997	—	—	—	—	1,834	—	162	1,672
Keyser Investment Group, Inc., 17.5%, maturing May 1994 with re- newal options through August 2001 ..	—	—	—	—	—	1,705	—	1,705
1992								
Julian and Carolyn Smith 8.75%, maturing May 2005	—	—	—	—	13,309	—	192	13,117
Robert Simmons From prime plus 1% to 16%, maturing February 1992	—	—	—	—	4,483		4,483	—
Cunningham Communications, Inc., 10%, maturing June 1997	—	—	—	—	1,672	—	196	1,476
Keyser Investment Group, Inc., 17.5%, maturing May 1994 with re- newal options through August 2001 ..	—	—	—	—	1,705	—	16	1,689
1993								
Julian and Carolyn Smith 8.75%, maturing May 2005	—	—	—	—	13,117	—	—	13,117
Cunningham Communications, Inc., 10%, maturing June 1997	—	—	—	—	1,476	—	110	1,366
Keyser Investment Group, Inc., 17.5%, maturing May 1994 with re- newal options through August 2001 ..	—	—	—	—	1,689	—	18	1,671

SCHEDULE VIII
SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993
(in thousands)

<u>Description</u>	<u>Balance at Beginning of Period</u>	<u>Charged to Costs and Expenses</u>	<u>Charged to Other Accounts</u>	<u>Deductions</u>	<u>Balance at End of Period</u>
1990					
Allowance for doubtful accounts	\$354	\$756	\$—	\$696	\$414
1991					
Allowance for doubtful accounts	414	707	—	741	380
1992					
Allowance for doubtful accounts	380	320	—	228	472
1993					
Allowance for doubtful accounts	472	126	—	77	521

SCHEDULE X
SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
SUPPLEMENTARY STATEMENT OF OPERATIONS INFORMATION
(in thousands)

<u>Item</u>	<u>Charged to Costs and Expenses</u>				
	<u>Three Months</u>	<u>Years Ended December 31,</u>		<u>Six Months Ended June 30,</u>	
	<u>Ended</u> <u>December 31,</u> <u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1992</u> <u>(Unaudited)</u>	<u>1993</u>
AMORTIZATION OF ACQUIRED INTANGIBLE BROADCASTING ASSETS AND OTHER ASSETS ..	\$237	\$6,316	\$11,978	\$6,431	\$5,761
ADVERTISING COSTS	517	1,653	1,569	767	878

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
***1.1	Form of Underwriting Agreement dated _____, 1993 among Sinclair Broadcast Group, Inc., each of the guarantors named therein, Chase Securities, Inc. and Lehman Brothers Inc.	
*3.1	Articles of Amendment and Restatement of the Charter of Sinclair Broadcast Group, Inc.	
*3.2	Amended By-Laws of Sinclair Broadcast Group, Inc.	
*3.3	Amended and Restated Charter of Chesapeake Television, Inc.	
*3.4	Amended By-Laws of Chesapeake Television, Inc.	
3.5	OMITTED	
3.6	OMITTED	
*3.7	Amended and Restated Charter of WTTE, Channel 28, Inc.	
*3.8	Amended By-Laws of WTTE, Channel 28, Inc.	
3.9	OMITTED	
3.10	OMITTED	
*3.11	Articles of Incorporation of WPGH, Inc., as amended	
*3.12	By-Laws of WPGH, Inc.	
3.13	OMITTED	
3.14	OMITTED	
*3.15	Articles of Incorporation of WTTO, Inc.	
*3.16	By-Laws of WTTO, Inc.	
3.17	OMITTED	
3.18	OMITTED	
*3.19	Articles of Incorporation of WCGV, Inc.	
*3.20	By-Laws of WCGV, Inc.	
3.21	OMITTED	
3.22	OMITTED	
**4.1	Form of Indenture dated as of _____, 1993 by and between Sinclair Broadcast Group, Inc., each of the guarantors named therein and _____, as Trustee	
***5.1	Form of Opinion of Piper & Marbury (including the consent of such firm) regarding legality of securities being offered	
*10.1	Agreement and Amendment to Station Affiliation Agreement dated as of June 11, 1993 between Sinclair Broadcast Group, Inc. and Fox Broadcasting Company	
*10.2	Station Affiliation Agreement dated as of June 9, 1992 between Chesapeake Television, Inc. and Fox Broadcasting Company	
*10.3	Station Affiliation Agreement dated as of June 10, 1992 between Sinclair Broadcast Group, Inc. — WPGH and Fox Broadcasting Company	
*10.4	Station Affiliation Agreement dated as of June 9, 1992 between CRI, Inc. — WTTE and Fox Broadcasting Company	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.5	Irrevocable Letter of Credit in an amount not to exceed \$6,250,000, granted by The Chase Manhattan Bank, N.A. for the account of Commercial Radio Institute, Inc., dated as of August 11, 1993	
*10.6	Escrow Agreement dated as of August 10, 1993 by and among Sinclair Broadcast Group, Inc., Glencairn, Ltd., ABRY Communications, L.P. and The First National Bank of Chicago, N.A.	
*10.7	Asset Purchase Agreement dated as of August 10, 1993 between WNUV TV-54 Limited Partnership (as seller) and WNUV, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.8	Asset Purchase Agreement dated as of August 10, 1993 among Super 18 Television Limited Partnership (as seller) and WTV, Inc. and WCGV, Inc. (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.9	Asset Purchase Agreement dated as of August 10, 1993 among BBM Partners, L.P., WTTO, Inc. and WCGV, Inc. (a Delaware corporation) (as sellers) and WTTO, Inc. and WCGV, Inc. (a Maryland corporation) (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.10	Asset Purchase Agreement dated as of August 10, 1993 among ABRY Communications, L.P., Copley Place Capital Group and WNUV TV-54 Limited Partnership (as sellers) and Chesapeake Television, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.11	Letter Agreement dated as of August 10, 1993 between Sinclair Broadcast Group, Inc. and certain affiliates of ABRY Communications, L.P. and Form of Covenant Not to Compete	
*10.12	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 among David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as makers) and Sinclair Broadcast Group, Inc., Channel 63, Inc., Commercial Radio Institute, Inc., WTTE, Channel 28, Inc. and Chesapeake Television, Inc. (as holders)	
*10.13	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 between Bay Television, Inc. (as maker) and David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as holders)	
*10.14	Term Note dated as of September 30, 1990 in the principal amount of \$7,515,000 between Sinclair Broadcast Group, Inc. (as borrower) and Julian S. Smith (as lender)	
*10.15	Term Note dated as of September 30, 1990 in the principal amount of \$6,700,000 between Sinclair Broadcast Group, Inc. (as borrower) and Carolyn C. Smith (as lender)	
*10.16	Note dated as of September 30, 1990 in the principal amount of \$1,500,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)	
*10.17	Promissory Note dated as of January 7, 1991 in the principal amount of \$100,000 between Robert E. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.18	Term note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as borrower) and Commercial Radio Institute, Inc. (as lender)	
*10.19	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between David D. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)	
*10.20	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between J. Duncan Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder), with Amendment thereto dated as of May 5, 1993	
*10.21	Amended and Restated Note dated as of June 30, 1992 in the principal amount of \$1,458,489 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)	
*10.22	Term Note dated August 1, 1992 in the principal amount of \$900,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Commercial Radio Institute, Inc. (as lender)	
*10.23	Management Agreement dated as of January 6, 1992 between Keyser Communications, Inc. and WPGH, Inc.	
10.24	Form of Programming Services Agreements with Glencairn, Ltd.	
**10.25	Lease Agreement dated as of April 1, 1992 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.26	Lease Agreement dated as of June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.27	Lease Agreement dated as of March 16, 1988 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.28	Lease Agreement dated as of April 2, 1987 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
*10.29	Lease dated June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc.	
*10.30	Lease dated January 1, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.	
*10.31	Lease dated June 6, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.	
*10.32	Agreement Not to Compete dated as of December 30, 1986 between Commercial Radio Institute, Inc. and Julian S. Smith	
*10.33	Agreement Not to Compete dated as of December 30, 1986 between Chesapeake Television, Inc. and Julian S. Smith	
*10.34	Promissory Note dated as of December 28, 1986 in the principal amount of \$6,421,483.53 between Sinclair Broadcast Group, Inc. (as maker) and Frederick H. Himes, B. Stanley Resnick and Edward A. Johnston (as representatives for the holders)	
*10.35	Purchase and Termination Agreement dated as of June 15, 1993 among WPGH, Inc., Commercial Radio Institute, Inc. and Heller Financial, Inc.	
*10.36	Term Note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as maker-borrower) and Commercial Radio Institute, Inc. (as holder-lender) (as amended)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.37	Term Note dated as of March 1, 1993 in the principal amount of \$6,559,000 between Julian S. Smith and Carolyn C. Smith (as makers-borrowers) and Commercial Radio Institute, Inc. (as holder-lender)	
*10.38	Credit Agreement dated as of August 30, 1991 in the aggregate principal amount of \$95,000,000. between Sinclair Broadcast Group, Inc. (as Parent Guarantor and representative of Subsidiary Guarantors) and Commercial Radio Institute, Inc. (as borrower), and Chase Manhattan Bank, N.A. (as Agent for various lenders under the agreement) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.39	Amendment No. 1 to the Credit Agreement dated as of December 5, 1991 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.40	Amendment No. 2 to the Credit Agreement dated as of November 13, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.41	Amendment No. 3 to the Credit Agreement dated as of December 15, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.42	Amendment No. 4 to the Credit Agreement dated as of February 1, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., Julian S. Smith and Carolyn C. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.43	Amendment No. 5 to the Credit Agreement dated as of June 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.44	Amendment No. 6 to the Credit Agreement dated as of August 9, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
**10.45	Amendment No. 7 to the Credit Agreement dated as of September 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
**10.46	Amendment No. 8 to the Credit Agreement dated as of October 15, 1993 among Sinclair Broadcast Group, Inc., various Subsidiaries of Sinclair Broadcast Group, Inc., the Smith Brothers, various signatory financial institution lenders, and the Chase Manhattan Bank, N.A.	
*10.47	Restatement of Stock Redemption Agreement by and among Sinclair Broadcast Group, Inc. and Chesapeake Television, Inc., et al. dated June 19, 1990 (without exhibits)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.48	Corporate Guaranty Agreement dated as of September 30, 1990 by Chesapeake Television, Inc., Commercial Radio, Inc., Channel 63, Inc. and WTTE, Channel 28, Inc. (as guarantors) to Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.49	Security Agreement dated as of September 30, 1990 among Sinclair Broadcast Group, Inc., Chesapeake Television, Inc., Commercial Radio Institute, Inc., WTTE, Channel 28, Inc. and Channel 63, Inc. (as borrowers and subsidiaries of the borrower) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.50	Guaranty of Payment dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as guarantors) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.51	Stock Pledge Agreement dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as pledgors) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.52	Subordination Agreement dated as of September 30, 1990 among Julian S. Smith and Carolyn C. Smith (as Creditors) and American Security Bank, N.A. and First American Bank of Maryland (as lenders)	
*10.53	Warrant Agreement dated as of August 30, 1991, between WPGH, Inc., The Chase Manhattan Bank, N.A., and executed by Sinclair Broadcast Group, Inc.	
*10.54	WPGH-TV Asset Purchase Agreement dated January 12, 1991 between Channel 53, Inc. and Channel 53 Licensee, Inc. (as sellers) and Sinclair Broadcast Group, Inc. (as buyer) (as amended) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.55	Contract of Sale dated as of September 22, 1993 (as buyer) between Commercial Radio Institute, Inc. (as seller) and Gerstell Development Limited Partnership (as buyer)	
*10.56	Contract of Sale dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as Seller) and Gerstell Development Limited Partnership (as buyer)	
*10.57	Assignment of Leases dated as of September 22, 1993 between WPGH, Inc. (as assignor) and Commercial Radio Institute, Inc. (as assignee)	
*10.58	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)	
*10.59	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)	
*10.60	Term Note dated as of September 22, 1993, in the principal amount of \$1,900,000 between Gerstell Development Limited Partnership (as maker-borrower) and Sinclair Broadcast Group, Inc. (as holder-lender)	
**12.1	Statement of computation of ratio of earnings to fixed charges.	
**22.1	Subsidiaries of Sinclair Broadcast Group, Inc.	
***24.1	Consent of Piper & Marbury (incorporated herein by reference to Exhibit 5.1 hereto)	
24.2	Consent of Arthur Andersen & Co., independent public accountants	
24.3	Consent of Price Waterhouse, independent public accountants	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*25.1	Powers of Attorney for David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith and David B. Amy	
25.2	Power of Attorney for Basil A. Thomas	
***26.1	Form T-1: Statement of Eligibility and Qualification of Note Indenture Trustee under the Trust Indenture Act of 1939, as amended	

* Previously filed on September 28, 1993.

** Previously filed on November 2, 1993.

*** To be filed by amendment.

EXHIBIT 10.24